

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

DEFENDANT'S FINAL PRETRIAL CONFERENCE DISCLOSURES

Pursuant to Fed. R. Civ. Pro. Rule 26 and the Court's Scheduling Order entered on April 17, 2018, Defendant Samuel Tafesse Ademachew hereby submits the following pretrial disclosures relating to witnesses, exhibits, proposed stipulations and notice of foreign law:

WITNESS LIST:

1. Lulit Mulugeta
2. Samuel Tafesse Ademachew
3. Asselefech Zewdie
4. Solomon Emiru Geresu
5. Henok Tesfaye
6. Teshome Demissie
7. Any witness used for impeachment or rebuttal

EXHIBIT LIST:

- A. Building Sales Contract, attached to the Amended Complaint – Amheric and English
- B. January 2, 2018 Decision of the Federal Democratic Republic of Ethiopia – in Amheric and English
- C. Salit Academy PLC’s Appeal of the January 2, 2018 Decision – in Amheric and English.
- D. The Ethiopian Federal Supreme Court Decision – in Amheric and English
- E. July 12, 2017 Letter from Federal Attorney General – in Amheric and English.
- F. Charge lodged in Ethiopia against Salit Academy PLC, dated June 6, 2017 – in Amheric and English
- G. Salit Academy PLC Corporate Memorandum and Articles of Association – in Amheric and English.
- H. Plaintiff’s Statement of Genuine Issues of Fact, filed July 26, 2018.
- I. Plaintiff’s Responses to Defendant’s Discovery Requests, dated October 11, 2017.
- J. Plaintiff’s Answers to Defendant’s First Set of Interrogatories in the Montgomery County case.
- K. Plaintiff’s Deposition Transcript (not yet received from the court reporter)
- L. Any subsequent order from the Ethiopian Federal Supreme Court Cassation Branch received prior to trial.
- M. Any exhibits used for impeachment or rebuttal or included on Plaintiff’s list.

PROPOSED STIPULATED FACTS

1. “On or about June 27, 2015, Salit Academy PLC and Ademachew entered into a written contract for the sale of real property which consisted of a school building known as the Salit Academy in Addis Ababa, Ethiopia (the “Contract”). The school building shall be referred to as the “Salit Building.” [Amended Complaint, Dkt. No. 14 at ¶ 22]

2. “A copy of the Contract along with a certified translation is attached hereto as **Exhibit [A]**.” [Amended Complaint, Dkt. No.14 at ¶ 23]

3. The Contract (**Exhibit A**) states that it is governed by Ethiopian Civil Law.

4. “Under the terms of the Contract, Ademachew was to pay Mulugeta a total purchase price of \$1,000,000 (the “Purchase Price”) for the Salit Building.” See **Exhibit A** at ¶

4. [Amended Complaint, Dkt. No. 14 at ¶ 24]

5. “The first installment of \$435,000 was to be paid in two sub-installments of \$217,500 each with the first due on July 22, 2015 and the second due on September 15, 2015. The entirety of the first installment was to be deposited into Mulugeta’s personal bank account in the United States.” **Exhibit A** at ¶ 4.1. [Amended Complaint, Dkt No.14 at ¶ 26]

6. “Ademachew paid Mulugeta \$434,955.00 under the Contract which is approximately the total amount due under the first installment of the Contract.” [Amended Complaint, Dkt. No.14 at ¶ 35].

7. “. . . Mulugeta has not provided Ademachew with the requisite authority to transfer the title of the Salit Building from the Plaintiff to the Defendant.” [Amended Complaint, Dkt. No. 14 at ¶ 39]

8. Ademachew filed a suit on June 6, 2017 in the Federal Superior Court in Addis Ababa, Ethiopia to nullify the sale based, in part, on Ms. Mulugeta's failure to transfer title.

Exhibit B at p. 2 and 6, Dkt. Nos. 21-2 and 23-1.

9. On January 2, 2018, the Federal Superior Court issued a decision that is attached as **Exhibit B**, Dkt. Nos. 21-2 and 23-1.

10. The January 2, 2018 decision nullified the contract of sale and ordered that possession of the Salit Academy Property be returned to Salit Academy and that the \$435,000 be returned to Ademachew. [**Exhibit B**, Dkt. Nos. 21-2 and 23-1, p.]

11. Salit Academy appealed the decision of the Federal Superior Court. [**Exhibit C**, Dkt. No. 27, Ex. 1, p. 1]

12. After full briefing on the appeal, the Federal Supreme Court affirmed the ruling of the Federal Superior Court – confirming that the contract of sale was cancelled and terminated. A copy of the decision in Amharic and a certified translation into English are attached as **Exhibit D**.

13. The Plaintiff Mulugeta's only claim in this litigation is for "breach of the contract" of sale executed in Ethiopia and relating to Ethiopian property; that contract has now been cancelled and terminated. [Amended Compl., Dkt. No.14 at Count I, and **Exhibit D**, p. 8].

14. Plaintiff Mulugeta received the \$434,955 from Defendant Ademachew.

15. Plaintiff has provided no consideration to Defendant Ademachew in exchange for receiving the \$434,955.

16. Plaintiff Mulugeta refuses to comply with the order of the Ethiopian Federal Supreme Court directing Salit Academy, PLC to return the funds she received to Defendant Ademachew.

RULE 44.1 NOTICE

Defendant again provides notice to all parties that he intends to raise an issue about the law of Ethiopia and the validity of the Contract of Sale under Ethiopian law, as interpreted by the federal courts of Ethiopia. Defendant has designated decisions by the relevant authorities in Ethiopia regarding the Contract (**Exhibit A**).

September 20, 2018

Respectfully submitted,

/s/ David H. Dickieson
David H. Dickieson, VA Bar #31768
Schertler & Onorato, LLP
901 New York Avenue, NW, Suite 500
Washington, DC 20001
202-628-4199
202-628-4177 Facsimile
ddickieson@schertlerlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was, this 20th day of September, 2018, served upon the following counsel via the Courts electronic filing system - ECF:

Haig V. Kalbian
D. Michelle Douglas
Evan M. Lisull
Kalbian Hagerty LLP
888 17th Street, NW, Suite 1000
Washington, DC 20006
hkalbian@kalbianhagerty.com
mdouglas@kalbianhagerty.com
elisull@kalbianhagerty.com

/s/ David H. Dickieson
David H. Dickieson